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**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: **James Eric Johnson**
4036 Reed Street
Fort Worth, TX 76119

xxx-xx-2773

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Case No: **19-41008-13**

Date: **3/8/2019**

Chapter 13

Sheneva Faye Johnson
4036 Reed Street
Fort Worth, TX 76119

xxx-xx-1515

Debtor(s)

**DEBTOR'S(S) CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

Plan Payment: **\$790.00**
Plan Term: **60 months**
Plan Base: **\$47,400.00**
Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**
Monthly Disposable Income per § 1325(b)(2): **\$0.00**
Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$790.00 per month, months 1 to 60.

For a total of \$47,400.00 (estimated "*Base Amount*").

First payment is due 4/7/2019.

The applicable commitment period ("*ACP*") is 60 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:
\$0.00.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$0.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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C. ATTORNEY FEES: To Allmand Law Firm, PLLC, total: \$3,700.00;
\$231.00 Pre-petition; \$3,469.00 disbursed by the *Trustee*.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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Exeter Finance Corp	\$10,937.00	\$8,225.00	6.50%	Pro-Rata
2013 KIA Optima (approx. 106,000 miles)				

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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OneMain Financial	\$13,785.83	6.50%	Pro-Rata
2008 Dodge Avenger (approx. 166,000 miles)			

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Regional Acceptance Co	2013 Audi Q5 (approx. 46,000 miles)	\$25,447.28
Tarrant County Tax Assessor	4036 Reed Street Fort Worth, TX 76119	\$979.63

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$10,000.00	Month(s) 1-56	Pro-Rata

I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
1st American	\$244.00	
Ad Astra Recovery	\$1,120.00	
Ad Astra Recovery	\$866.00	
Atlas Credit	\$573.99	
Atlas Credit Co, Inc	\$730.00	
Build Card	\$506.00	
Capital One	\$192.00	
Capital One	\$197.91	
Cba Collection Bureau	\$438.00	
Clinical Pathology Lab.	\$14.50	
Clinical Pathology Laboratories, Inc	\$14.50	
Colonial Finance	\$480.00	

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

Commonwealth Financial Systems	\$105.00	
Continental Finance Co	\$681.00	
Covington Credit/smc	\$381.00	
Credence Resource Management	\$1,193.00	
Credit One Bank	\$485.00	
Credit Systems International, Inc	\$538.00	
Credit Systems International, Inc	\$122.00	
Credit Systems International, Inc	\$112.00	
Credit Systems International, Inc	\$104.00	
Credit Systems International, Inc	\$95.00	
Credit Systems International, Inc	\$50.00	
Credit Systems International, Inc	\$50.00	
Credit Systems International, Inc	\$50.00	
Credit Systems International, Inc	\$40.00	
Credit Systems International, Inc	\$30.00	
Credit Systems International, Inc	\$30.00	
Credit Systems International, Inc	\$28.00	
Credit Systems International, Inc	\$24.00	
Credit Systems International, Inc	\$24.00	
Credit Systems International, Inc	\$19.00	
Credit Systems International, Inc	\$15.00	
Debt Recovery Solution	\$102.00	
Dfas-cl Indianapolis	\$474.00	
Emblem/atlanticus	\$129.00	
ERC/Enhanced Recovery Corp	\$214.00	
Exeter Finance Corp	\$2,712.00	Unsecured portion of the secured debt (Bifurcated)
Fed Loan Services	\$6,005.55	
FedLoan Servicing	\$6,185.00	
First Premier Bank	\$792.00	
First Premier Bank	\$708.00	
First Premier Bank	\$538.00	
First Premier Bank	\$503.00	
First Premier Bank	\$499.50	
First Premier Bank	\$734.67	
FirstLoan.com	\$300.00	
Fort Worth Finance	\$335.00	
Genesis Bc/celtic Bank	\$301.00	
Gold Star Finance	\$738.00	
I C System Inc	\$944.00	
I C System Inc	\$198.72	
Master Finance	\$420.00	
Master Finance	\$819.71	
Medical Clinic of North Texas PLLC	\$30.00	
Medical Clinic of North Texas PLLC	\$30.00	
Merrick Bank/CardWorks	\$1,132.00	

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

MidAmerica Bank & Trust Company	\$261.00
MidAmerica Bank & Trust Company	\$250.00
Omega Rms	\$1,272.00
Progressive Leasing	\$170.08
Santander Consumer USA	\$13,374.00
System	\$198.72
Texan Credit	\$1,021.00
Texan Credit Corp	\$911.88
Texas Trust Credit Uni	\$104.00
Texas Trust Credit Uni	\$911.88
Total	\$291.33
United Revenue Corp	\$94.00
United Revenue Corp	\$77.00
United Revenue Corp	\$77.00
United Revenue Corp	\$77.00
United Revenue Corp	\$73.00
United Revenue Corp	\$63.00
United Revenue Corp	\$63.00
United Revenue Corp	\$63.00
United Revenue Corp	\$52.00
United Revenue Corp	\$52.00
United Revenue Corp	\$52.00
United Revenue Corp	\$52.00
United Revenue Corp	\$52.00
Usaa Federal Savings Bank	\$236.00
USMD	\$30.00
World Finance	\$475.64
World Finance	\$475.64

TOTAL SCHEDULED UNSECURED: \$55,228.22The Debtor's(s) estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 6%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Genesis Fin/Jareds	Assumed	\$0.00		
Progressive Leasing	Assumed	\$170.08	Direct Pay	

SECTION II
DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

Case No: 19-41008-13
Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No: 19-41008-13

Debtor(s): **James Eric Johnson**
Sheneva Faye Johnson

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Weldon Reed Allmand

Weldon Reed Allmand, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Weldon Reed Allmand

Weldon Reed Allmand, Debtor's(s') Counsel

24027134

State Bar Number

Case No: 19-41008-13
 Debtor(s): James Eric Johnson
 Sheneva Faye Johnson

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

TOTAL PRE-CONFIRMATION PAYMENTS**First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$146.25
Debtor's Attorney, per mo:	\$461.55
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$146.25
Debtor's Attorney, per mo:	\$564.75
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 3/20/2019

/s/ Weldon Reed Allmand

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **James Eric Johnson**

Debtor

CASE NO. **19-41008-13**

Sheneva Faye Johnson

Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 21, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Weldon Reed Allmand

Weldon Reed Allmand
Bar ID:24027134
Allmand Law Firm, PLLC
860 Airport Freeway, Suite 401
Hurst, TX 76054
(214) 265-0123

1st American
xxxxxxxxx9602
2019 8th Ave
Fort Worth, TX 76110

Atlas Credit Co, Inc
xxxxxxxxx3008
Attn: Bankruptcy
914 W Front St
Tyler, TX 75702

Capital One
xxxx-xxxx-xxxx-5346
PO Box 60599
City of Industry, CA 91716

Ad Astra Recovery
xxx5331
7330 West 33rd Street North
Suite 118
Wichita, KS 67205

Attorney General of Texas
Bankruptcy Collection Division
PO Box 12017
Austin, TX 78711

Cba Collection Bureau
xxxx2568
Attn: Bankruptcy
PO Box 100039
Kennesaw, GA 30156

Ad Astra Recovery
xxx2996
7330 West 33rd Street North
Suite 118
Wichita, KS 67205

Build Card
xxxxxxxxxxxxx4071
Attn: Bankruptcy
PO Box 9203
Old Bethpage, NY 11804

Clinical Pathology Lab.
xxxx8786
P.O. Box 141669
Austin, TX 78714-1669

Atlas Credit
4843
1715 W. Berry ST
Fort Worth, TX 76110

Capital One
xxxxxxxxxxxxx5346
Attn: Bankruptcy
PO Box 30285
Salt Lake City, UT 84130

Clinical Pathology Laboratories, Inc
xxxx8786
Po Box 141669
Austin, TX 78714

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **James Eric Johnson***Debtor*CASE NO. **19-41008-13****Sheneva Faye Johnson***Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Colonial Finance
xxxxxxx0001
2721 8Th Ave Suite 103
Fort Worth, TX 76110

Credit Systems International, Inc
xxxxx5075
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx7708
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Commonwealth Financial Systems
xxxxxxx60N1
Attn: Bankruptcy
245 Main Street
Dickson City, PA 18519

Credit Systems International, Inc
xxxxx3674
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx5986
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Continental Finance Co
xxxxxxxxxxxxx1623
PO Box 8099
Newark, DE 19714

Credit Systems International, Inc
xxxxx6258
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx1307
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Covington Credit/smc
xxxxxxxxxxx9210
701 W Berry St Ste 109
Ft Worth, TX 76110

Credit Systems International, Inc
xxxxx1508
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx4593
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credence Resource Management
xxxxx9267
PO Box 2300
Southgate, MI 48195

Credit Systems International, Inc
xxxxx5729
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx2943
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit One Bank
xxxxxxxxxxxxx5526
ATTN: Bankruptcy Department
PO Box 98873
Las Vegas, NV 89193

Credit Systems International, Inc
xxxxx2150
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx3041
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx2303
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx5582
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

Credit Systems International, Inc
xxxxx9796
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13**Sheneva Faye Johnson*Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Credit Systems International, Inc
xxxxx2113
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004

FedLoan Servicing
xxxxxxxxxxxx0001
Attn: Bankruptcy
PO Box 69184
Harrisburg, PA 17106

First Premier Bank
xxxx-xxxx-xxxx-1648
P.O. Box 5519
Sioux Falls, SD 57117-5179

Debt Recovery Solution
xxxxxxxxxxxx8972
Attn: Bankruptcy
6800 Jericho Turnpike Suite 113E
Syosset, NY 11791

First American Finance
1801 W. Berry
Ft. Worth, TX 76110

FirstLoan.com
P.O. Box 14504
Santa Rosa, CA 95402

Dfas-cl Indianapolis
xxxxx2773
Attn: Customer Service Dept 3300
8899 E 56 St
Indianapolis, IN 46249

First Premier Bank
xxxx-xxxx-xxxx-6207
PO Box 5529
Sioux Falls, SD 57117

Fort Worth Finance
xxx3-001
1807 W Berry
Fort Worth, TX 76110

Emblem/atlanticus
xxxxxxxxxxxx7569
Pob 105555
Atlanta, GA 30348

First Premier Bank
xxxx-xxxx-xxxx-1648
PO Box 5529
Sioux Falls, SD 57117

Genesis Bc/celtic Bank
xxxxxxxxxxxx5820
Attn: Bankruptcy
268 South State Street Ste 300
Salt Lake City, UT 84111

ERC/Enhanced Recovery Corp
xxxxx5447
Attn: Bankruptcy
8014 Bayberry Road
Jacksonville, FL 32256

First Premier Bank
xxxxxxxxxxxx2858
PO Box 5529
Sioux Falls, SD 57117

Genesis Financial/Jared
xxxxxxxxxxxx0587
Genesis FS Card Services
PO Box 4477
Beaverton, OR 97076

Exeter Finance Corp
xxxxxxxxxxxx1001
Attn: Officer or Managing Agent
PO Box 166008
Irving, TX 75016

First Premier Bank
xxxxxxxxxxxx0902
PO Box 5529
Sioux Falls, SD 57117

Gold Star Finance
xxxx-xx5-1NL
1604 W Berry
Fort Worth, Tx76110

Fed Loan Services
P.O Box 69184
Harrisburg, PA 17106-9184

First Premier Bank
xxxx-xxxx-xxxx-0902
PO Box 5529
Sioux Falls, SD 57117-5529

I C System Inc
xxxxxxx9001
Attn: Bankruptcy
PO Box 64378
St Paul, MN 55164

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13**Sheneva Faye Johnson*Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #3)

I C System Inc
xxxxxxx2-1-29
Attn: Bankruptcy
PO Box 64378
St Paul, MN 55164

Merrick Bank/CardWorks
xxxxxxxxxxx0078
Attn: Bankruptcy
PO Box 9201
Old Bethpage, NY 11804

Santander Consumer USA
xxxxxxxxxxx1000
Attn: Bankruptcy
PO Box 961245
Fort Worth, TX 76161

Internal Revenue Service
Centralized Insolvency Operations
PO Box 7346
Philadelphia, PA 19101-7346

MidAmerica Bank & Trust Company
xxxxxxxxxxx7254
Attn: Bankruptcy
216 West Second St
Dixon, MO 65459

System
xxxxx5525
P.O Box 64437
St. Pau, MN 55164-0437

Internal Revenue Service
Centralized Insolvency Operations
PO Box 21126
Philadelphia, PA 19114

MidAmerica Bank & Trust Company
xxxxxxxxxxx5719
Attn: Bankruptcy
216 West Second St
Dixon, MO 65459

Tarrant County Tax Assessor
Attn: Officer or Managing Agent
100 E. Weatherford
Fort Worth, TX 76196

James Eric Johnson
4036 Reed Street
Fort Worth, TX 76119

Omega Rms
xx3492
7505 W Tiffany Springs Parkway
Kansas City, MO 64153

Texan Credit
xxxxxxxxxxx6154
Po Box 130
Timpson, TX 75975

Master Finance
157
1326 North York Street
Muskogee, Ok 74403

OneMain Financial
xxxxxxxxxxx7319
Attn: Officer or Managing Agent
601 NW 2nd Street
Evansville, IN 47708

Texan Credit Corp
xxxxx4484
1615 W. Berry Street
Fort Worth, TX 76110

Master Finance
2381 S Collins St
Arlington, TX 76014

Progressive Leasing
xxxx0878
PO BOX 43110
Salt Lake City, UT 84141-3110

Texas Alcoholic Beverage Comm
Licences and Permits Division
P.O. Box 13127
Austin, TX 78711-3127

Medical Clinic of North Texas PLLC
xx7162
P.O. Box 580199
Charlotte, NC 28258

Regional Acceptance Co
xxxx8001
Attn: Officer or Managing Agent
PO Box 1487
Wilson, NC 27894

Texas Trust Credit Uni
xxxxxxxxxxx0301
1900 Country Club Lane
Mansfield, TX 76063

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: James Eric Johnson*Debtor*CASE NO. **19-41008-13**Sheneva Faye Johnson*Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #4)

Texas Trust Credit Uni
1113
1615 W. Berry
Fort Worth, TX 76110

United Revenue Corp
xxx6655
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx8223
204 Billings St
Suite 120
Arlington, TX 76010

Tim Truman
Standing Chapter 13 Trustee
6851 N.E Loop 820 Suit 300
North Richland Hills, TX 76180

United Revenue Corp
xxx4250
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx7841
204 Billings St
Suite 120
Arlington, TX 76010

Total
xxxx-xxxx-7254
PO Box 631
Amarillo, TX 79105

United Revenue Corp
xxx5385
204 Billings St
Suite 120
Arlington, TX 76010

United States Attorney - NORTH
3rd Floor, 1100 Commerce St.
Dallas, TX 75242

United Revenue Corp
xxx5905
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx1565
204 Billings St
Suite 120
Arlington, TX 76010

US Attorney General
US Department of Justice
950 Pennsylvania Ave, NW
Washington, DC 20530

United Revenue Corp
xxx2319
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx9631
204 Billings St
Suite 120
Arlington, TX 76010

Usaa Federal Savings Bank
xxxxxxxxxxx9118
Attn: Bankruptcy
10750 McDermott Freeway
San Antonio, TX 78288

United Revenue Corp
xxx2996
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx7628
204 Billings St
Suite 120
Arlington, TX 76010

USMD
xx7162
PO Box 580199
Charlotte, NC 28258

United Revenue Corp
xxx8764
204 Billings St
Suite 120
Arlington, TX 76010

United Revenue Corp
xxx8224
204 Billings St
Suite 120
Arlington, TX 76010

World Finance
x8000
1601 W. Berry Street, Suite 201
Fort Worth, TX 76110